

WHEN RECORDED MAIL TO:

Peoples Bank, a Division of First Tennessee Bank National
Association
Senatobia
207 East Main Street
Senatobia, MS 38668

SEND TAX NOTICES TO:

Lucky 7 Investments
PO Box 305
Byhalia, MS 38611

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Commercial Credit Support Center
First Tennessee Bank NA
P O Box 1986
Memphis, TN 38101
(901) 523-4444

NOTE TO CHANCERY CLERK: NW 1/4 of S17, T3S, R7W, DeSoto County Ms.



MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 18, 2007, is made and executed between between Lucky 7 Investments, whose address is PO Box 305, Byhalia, MS 38611 ("Grantor") and Peoples Bank, a Division of First Tennessee Bank National Association, whose address is Senatobia, 207 East Main Street, Senatobia, MS 38668 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 9, 2006 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

WHEREAS, to secure and indebtedness evidenced by a Note dated March 9, 2006, in the original principal amount of Eight Hundred Ninety Thousand and no/100 Dollars (\$890,000.00) executed by Grantor to Lender and all renewals, extensions, amendments, and modifications thereof, Grantor executed to Trustee a Deed of Trust dated March 9, 2006 and filed for record in Book 2431 at Page 225 in the office of the Chancery Clerk of DeSoto County, Mississippi.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as McIngvale Road, Hernando, MS 38632.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

WHEREAS, Borrower has this day executed to Lender modification agreement which amends, modifies, extends and/or renews the Note and which extends the maturity date to March 9, 2008 (the "Modified Note"); and the parties hereto desire to amend the Deed of Trust to provide that the Deed or Trust shall secure the Modified Note and all extensions, renewals, amendments, and modifications thereof.

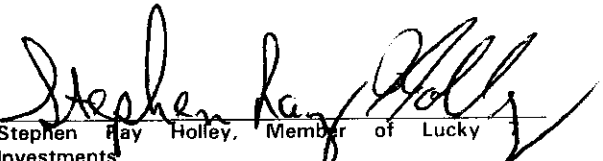
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 18, 2007.

GRANTOR:

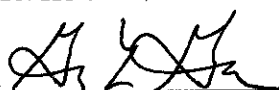
LUCKY 7 INVESTMENTS

By: 
Bradlee S. Spence, Member of Lucky 7 Investments

By: 
Stephen Ray Holley, Member of Lucky Investments

LENDER:

PEOPLES BANK, A DIVISION OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION

x 
Authorized Officer

Prepared

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Tennessee

)

COUNTY OF Shelby

) SS

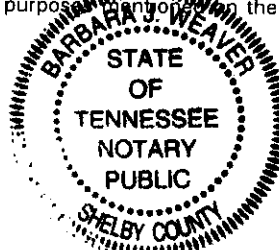
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Personally appeared before me, the undersigned authority in and for the said County and State, on this 11th day of October, 20 07, within my jurisdiction, the within named **Bradlee S. Spence, Member of Lucky 7 Investments**, a Tennessee limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

Barbara J. Weaver
NOTARY PUBLIC

My Commission Expires:

12/9/09



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Tennessee

)

COUNTY OF Shelby

) SS

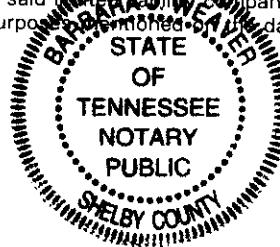
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Personally appeared before me, the undersigned authority in and for the said County and State, on this 11th day of October, 20 07, within my jurisdiction, the within named **Stephen R. Holley, Member of Lucky 7 Investments**, a Tennessee limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

Barbara J. Weaver
NOTARY PUBLIC

My Commission Expires:

12/9/09



LENDER ACKNOWLEDGMENT

STATE OF _____

)

COUNTY OF _____

) SS

)

Personally appeared before me, the undersigned authority in and for the said County and State, on this _____ day of _____, 20 _____, within my jurisdiction, the within named _____ a Tennessee corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

A Tract of land located in the Northwest Quarter of Section 17, Township # South, Range 7 West, DeSoto County, Mississippi.

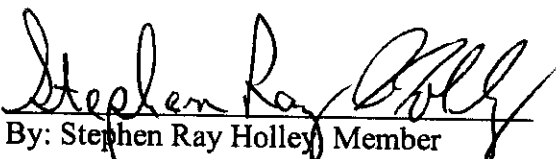
Lot 2 containing 4.340 acres as part of the Robison Tract in Part of Section 17; Township 3 South; Range 7 West; DeSoto County, Mississippi.

Beginning at a point in McIngvale (Swinnea) Road, said point being 1309.00 feet south of the northwest corner of Section 17; Township 3 South; Range 7 West; thence east 40.0 feet along the south line of the Bridgforth tract to a point in the east right of way of said road; thence south $5^{\circ} 28'$ east 210.0 feet along said east right of way to the southwest corner of lot 1 and the point of beginning of the following lot 2; thence north $84^{\circ} 16'$ east 844.58 feet along the south line of lot 1 to the southeast corner of lot 1; thence south $21^{\circ} 47'$ west 42.27 feet to a point in the existing ditch; thence south $0^{\circ} 07'$ east 195.00 feet along said ditch to a point; thence south $84^{\circ} 22'$ west 807.04 feet to a point in the east right of way of said road; thence north $5^{\circ} 28'$ west 230.0 feet to the point of beginning and containing 4.340 acres more or less. All bearings are magnetic.

Lucky 7 Investments, LLC



By: Bradlee S. Spence, Member



By: Stephen Ray Holley, Member